Council on Postsecondary Education November 4, 2002

Kentucky-Ohio Tuition Reciprocity Agreement

Action: The staff recommends that the council approve the tuition reciprocity agreement between Kentucky and Ohio.

The tuition reciprocity agreement between Kentucky and Ohio will expand educational opportunities in northeastern Kentucky and southeastern Ohio. Participating institutions include Ashland Community College, Ashland Technical College, Morehead State University-Ashland Campus, Ohio University-Southern, Rio Grande Community College, and Shawnee State University.

Representatives of the participating institutions developed the attached agreement over the past several months. Provisions of this agreement will be effective until June 30, 2003. Staff from the Ohio Board of Regents and the council will monitor enrollment at the participating institutions.

Between now and June 30, 2003, representatives from the council, the Ohio Board of Regents, institutions participating in this agreement, and the institutions participating in the Northern Kentucky/Greater Cincinnati agreement will meet to develop a comprehensive Kentucky/Ohio tuition reciprocity agreement for 2003 - 2005. The comprehensive agreement will be presented at the May 2003 council meeting.

Staff preparation by Linda Jacobs

TUITION RECIPROCITY AGREEMENT

Ashland Community College
Ashland Technical College
Morehead State University-Ashland Campus
And
Ohio University-Southern
Rio Grande Community College
Shawnee State University

This Tuition Reciprocity Agreement is entered into between the Kentucky Council on Postsecondary Education, the Kentucky Community and Technical College System, the Ohio Board of Regents, and the Boards of Trustees of Ashland Community College, Ashland Technical College, Morehead State University-Ashland Campus, Ohio University-Southern, Rio Grande Community College, and Shawnee State University pursuant to provisions of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

I. Purpose

The general purpose of this Tuition Reciprocity Agreement is to expand postsecondary educational opportunities in the region while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of the region without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

II. Terms

1. Duration and Termination

The agreement shall be effective beginning January 1, 2003, through June 30, 2003, and may be renewed prior to June 30, 2003, by mutual consent of all of

the parties for a period of two years. As the agreements must coincide with the biennial budgets of the State of Ohio, the next agreement shall be for the term of July 1, 2003, to June 30, 2005.

The agreement may be amended by either party, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.

A review of this agreement will occur on a biennial basis or at the request of any party hereto, provided all parties to this agreement are served with written notice of such request at least ninety (90) days prior to said review.

This agreement may be terminated by any of the participating institutions, the Ohio Board of Regents, the Kentucky Community and Technical College System, or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

2. Kentucky Residents Eligibility/Ohio Programs

Ohio University-Southern, Rio Grande Community College, and Shawnee State University agree to accept at Ohio resident tuition rates any resident of Boyd, Carter, Elliott, Greenup, Lawrence, Lewis, and Mason Counties of Kentucky who enrolls and who satisfies all regular admissions requirements (including those requirements of the specific program in which admission is being sought).

3. Ohio Residents Eligibility/Kentucky Programs

Ashland Community College, Ashland Technical College, and Morehead State University-Ashland Campus agree to accept at Kentucky resident tuition rates any resident of Adams, Gallia, Jackson, Lawrence, Pike, and Scioto Counties of Ohio who enrolls and who satisfies all regular admissions requirements

(including those requirements of the specific program in which admission is being sought).

4. <u>Resident Status</u>

- a. During the period of this agreement, the Ohio Board of Regents will consider residents of Boyd, Carter, Elliott, Greenup, Lawrence, Lewis, and Mason Counties, who attend Ohio University-Southern, Rio Grande Community College, and Shawnee State University under this agreement as qualifying for resident Ohio tuition, and as Ohio residents for the purpose of allocating funds to Ohio University-Southern, Rio Grande Community College, and Shawnee State University.
- b. During the period of this agreement, the Kentucky Community and Technical College System and the Kentucky Council on Postsecondary Education will consider residents of Adams, Gallia, Jackson, Lawrence, Pike, and Scioto Counties, who attend Ashland Community College, Ashland Technical College, and Morehead State University-Ashland Campus under this agreement as qualifying for resident Kentucky tuition.

5. <u>Continued Eligibility</u>

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing academic standards and criteria of his/her institution, will continue to receive reciprocity benefits under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institution of his/her future status. If the agreement is terminated, participating institutions may agree at that time to continue tuition reciprocity for students appropriately enrolled in eligible programs at the time of termination until the completion of their programs of study, subject to the

biennial limitations as described in paragraph II.1.

6. <u>Notice, Application, and Waiver</u>

The availability of resident tuition rates under this agreement shall be advertised to applicants and to students of Ashland Community College, Ashland Technical College, Morehead State University-Ashland Campus, Ohio University-Southern, Rio Grande Community College, and Shawnee State University by any means deemed appropriate by those institutions.

All eligible students who want to receive resident tuition rates under this agreement must apply for such rates at the institution where they plan to enroll. Failure to apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for that quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

7. <u>Annual Report</u>

By June 30 of each year, the Kentucky Community and Technical College System, Ashland Community College, Ashland Technical College, Morehead State University-Ashland Campus, Ohio University-Southern, Rio Grande Community College, and Shawnee State University agree to provide annual reports to the Kentucky Council on Postsecondary Education and the Ohio Board of Regents on the enrollment and fiscal implications of the agreement on forms prescribed for the purpose of those state agencies.

III. Ohio Board of Regents Approval

This agreement is not effective unless and until approved by the Ohio Board of Regents pursuant to Section 3333.17 of the Ohio Revised Code and the Kentucky Council on Postsecondary Education.

TUITION RECIPROCITY AGREEMENT SIGNATURE PAGES

STATE AGENCIES

Sue Hodges Moore, Interim President
Kentucky Council on Postsecondary Education
Signed:
Date:
Roderick G. W. Chu, Chancellor
Ohio Board of Regents
Signed:
Date:

INSTITUTIONS

Michael B. McCall, President
Kentucky Community and Technical College System
Signed:
Date:
Greg Adkins, Chief Executive Officer
Ashland Community and Technical College District
Signed:
Date:
Ronald G. Eaglin, President
Morehead State University
Signed:
Date:
Robert Glidden, President
Ohio University
Signed:
Date:
Barry M. Dorsey, President
Rio Grande Community College
Signed:
Date:
Michael Field, Interim President
Shawnee State University
Signed:
Data: